

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

FILED

Jan 13, 2025

2:38 pm

U.S. EPA REGION 8
HEARING CLERK

IN THE MATTER OF:)
)
Golden Spike Foundation)
60 S 600 E Ste 150)
Salt Lake City, Utah 84102)
)
and)
)
Brigham City Corporation)
20 North Main, PO Box 1005)
Brigham City, Utah 84302)
)
Respondents.)
)

CONSENT AGREEMENT

Docket No. CWA-08-2025-0003

I. INTRODUCTION

1. This is an administrative penalty assessment proceeding pursuant to sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules of Practice), as codified at 40 C.F.R. part 22.
2. The parties to this proceeding are the undersigned U.S. Environmental Protection Agency (EPA) official (Complainant) and the Golden Spike Foundation and Brigham City Corporation (Respondents).
3. The parties, having agreed settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondents agree to comply with the terms of this Agreement.

II. JURISDICTION

4. This Agreement is issued under the authority of section 309(g) of the Clean Water Act (Act), 33 U.S.C. § 1319(g).
5. This proceeding is subject to the Consolidated Rules of Practice, under which this proceeding may be resolved by a final order from a Regional Judicial Officer or Regional Administrator ratifying this Agreement. The final order will simultaneously commence and conclude this proceeding. 40 C.F.R. § 22.13(b).

III. GOVERNING LAW

Pollutant Discharge Prohibition

6. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits any person from discharging any pollutant into navigable waters except as in compliance with sections 301, 302, 306, 307, 308, 402, and 404 of the Act, 33 U.S.C. §§ 1311, 1312, 1316, 1317, 1318, 1342, and 1344.

Enforcement

7. Any person who discharges a pollutant to navigable waters without a permit in violation of section 301(a) of the Act, 33 U.S.C. § 1311(a), may be assessed an administrative civil penalty by the EPA, according to section 309(g)(1) of the Act, 33 U.S.C. § 1319(g)(1). As adjusted for inflation pursuant to 40 C.F.R. part 19, the maximum administrative class II penalty under section 309 of the Act for violations occurring after November 2, 2015, where penalties are assessed on or after December 27, 2023, is \$26,685 per day for each day during which the violation continues, with a maximum of \$333,552. (See 88 Fed. Reg. 89309, 89312 (December 27, 2023).)

IV. ALLEGATIONS OF FACT AND LAW

The following allegations apply at all times relevant to this Agreement:

8. Respondent Golden Spike Foundation is a non-profit corporation incorporated in Utah.
9. Respondent Brigham City Corporation is a municipality in Utah.
10. At all relevant times, Respondent Brigham City Corporation owned, managed, operated on, or otherwise controlled property located west of Highway I-15, between West Forest Street and 800 North, in Section 16, Township 9 N, Range 2 W, Salt Lake Meridian, in Brigham City, Utah, located at approximately Latitude 41.51043°, Longitude -112.06498° (the Site).
11. At all relevant times, Respondent Golden Spike Foundation, managed, operated on, or otherwise controlled the Site.
12. Streams exist on the Site. They directly abut and have continuous surface connection to the wetlands on the Site. Some of these streams are relatively permanent waters that flow into the Black Slough, a relatively permanent water,

that flows into the Bear River Bay of the Great Salt Lake, a traditional navigable water, that flows into the Great Salt Lake, a traditional navigable water.

13. Commencing around mid-November 2023 and continuing until January 1, 2024, Respondents used heavy machinery to import and spread approximately 8,260 cubic yards of fill material (dirt) within the streams and wetlands on the Site for the purposes of constructing the Golden Spike Monument Park.
14. The U.S. Army Corps of Engineers (Corps) conducted an initial inspection of the Site on January 3, 2024, and a follow up inspection on March 15, 2024. The inspections of the Site confirmed the activities listed in paragraph 13.
15. The activities described in paragraph 13 resulted in discharges of dredged and/or fill material into and along certain stream channels on the Site and 3.8 acres of adjacent palustrine wetland. The streams and adjacent wetlands provide numerous functions and values including aquatic and wildlife habitat, water storage, natural sediment traps, runoff conveyance, groundwater recharge, and aesthetics.
16. The activities described in paragraph 13 were performed using common earthmoving vehicles and equipment.
17. Respondents are each a “person” for purposes of section 502(5) of the Act, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
18. The material discharged at the Site and described in paragraphs 13 and 15 is and was at all relevant times “dredged material” or “fill material” as defined in 33 C.F.R. § 323.2(c) or 33 C.F.R. § 323.2(e), respectively, and “pollutants” as defined in section 502(6) of the Act, 33 U.S.C. § 1362(6).
19. The vehicles and equipment used in the activities described in paragraph 13 are and were at all relevant times each a “point source” as defined in section 502(14) of the Act, 33 U.S.C. § 1362(14).
20. The streams, wetlands, slough, bay and lake referenced in paragraph 11 are and were at all relevant times “waters of the United States” as defined in 33 C.F.R. § 328.3(a) and therefore “navigable waters” as defined in section 502(7) of the Act, 33 U.S.C. § 1362(7).
21. The placement of dredged or fill material into the streams and adjacent wetlands described in paragraph 13 constitutes the “discharge of pollutants” as defined in

- section 502(12) of the Act, 33 U.S.C. § 1362(12).
22. Section 301(a) of the Act, 33 U.S.C. § 1311(a), prohibits, among other things, the discharge of pollutants by any person into waters of the United States except as in compliance with section 404 of the Act, 33 U.S.C. § 1344.
23. Section 404 of the Act, 33 U.S.C. § 1344, sets forth a permitting system authorizing the Secretary of the Army, acting through the Chief of Engineers of the Corps, to issue permits for the discharge of dredged or fill material into navigable waters, which are defined as waters of the United States.
24. According to 33 C.F.R. § 323.3(a), a permit issued by the Corps is required for the discharge of dredged or fill material into waters of the United States unless an exemption pursuant to 33 C.F.R. § 323.4 applies.
25. Respondents are not and never have been authorized by a permit issued pursuant to section 404 of the Act, 33 U.S.C. § 1344, to conduct any of the activities described in paragraph 13.

V. ALLEGED VIOLATIONS OF LAW

The Complainant alleges the following violations.

Count 1: Discharge of Pollutants

26. The activities conducted by Respondents and/or by persons acting on Respondents' behalf as described in paragraph 13 violate section 301(a) of the Act, 33 U.S.C. § 1311(a). Each discharge of pollutants from a point source by Respondents into waters of the United States without the required permit issued pursuant to section 404 of the Act, 33 U.S.C. § 1344, constitutes a violation of section 301(a) of the Act, 33 U.S.C. § 1311(a). Each day the discharges remain in place without the required permit constitutes an additional day of violation of section 301(a) of the Act, 33 U.S.C. § 1311(a).

VI. TERMS OF CONSENT AGREEMENT

27. For the purpose of this proceeding, Respondents:
- a. admit the jurisdictional allegations in section II of this Agreement;
 - b. neither admit nor deny the factual allegations in sections IV and V of this Agreement;
 - c. consent to the assessment of a civil penalty as stated below;

- d. acknowledge this Agreement constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement action;
 - e. waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of any order ratifying this Agreement; and
 - f. waive any right to contest the allegations in this Agreement and to appeal any final order approving this Agreement.
28. In determining the amount of the penalty to be assessed, the EPA considered the nature, circumstances, extent and gravity of the violation, or violations, and, with respect to the violator, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violation, and such other matters as justice may require.
29. Based on the allegations in sections IV and V above, and having considered the penalty assessment factors cited in paragraph 28, above, the Complainant has determined a civil penalty of **\$55,000** is appropriate to settle this proceeding.
30. Respondents agree to pay a civil penalty in the amount of **\$55,000** (Assessed Penalty) between thirty-one (31) days and sixty (60) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (Filing Date).
31. Respondents shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.
32. When making a payment, Respondents shall:
- a. Identify every payment with Respondents' names and the docket number on the final order approving this Agreement;
 - b. Within 24 hours of any payment, Respondents shall serve proof of such payment to the following persons:

Kate Tribbett, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street,
Denver, CO 80202
tribbett.kate@epa.gov

and

Rebecca Little Owl, Wetlands Enforcement Technical Lead
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street,
Denver, CO 80202
littleowl.rebecca@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center

Via electronic mail to:

CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondents’ names.

33. Interest, Charges, and Penalties on Late Payments. Pursuant to 33 U.S.C. § 1319(g)(9), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.
 - a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within sixty (60) days, interest accrued is waived. If the Assessed Penalty is not paid in full within sixty (60) days, interest will

continue to accrue until the unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Interest will be assessed at prevailing rates, per 33 U.S.C. § 1319(g)(9). The rate of interest is the Internal Revenue Service's (IRS) 8% underpayment rate.

- b. Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of collection proceedings.
- c. Late Payment Penalty. A twenty percent (20%) quarterly non-payment penalty.

34. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14;
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the IRS for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Request that the Attorney General bring a civil action in the appropriate district court to recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 33 U.S.C. § 1319(g)(9). In any such action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

35. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal

that is the outstanding Assessed Penalty amount.

36. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
37. This Agreement applies to Respondents and their officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Respondents must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of any interest in the Site occurring prior to payment in full of the Assessed Penalty referenced above. Any change in ownership or corporate control of Respondents, including but not limited to any transfer of assets or real or personal property, shall not alter Respondents' responsibilities under this Agreement.
38. Each undersigned representative of a Respondent certifies her or she has the authority to bind the respective Respondent to this Agreement.
39. Except as qualified by paragraph 33, above, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

Supplemental Environmental Project

40. In response to the alleged violations of the Act and in settlement of this matter, although not required by the Act or any other federal, state or local law, Respondents agree to implement a supplemental environmental project (SEP), as described below in paragraphs 41 to 50, and more specifically in Attachment A.
41. Respondents shall complete an environmental compliance promotion project, consisting of producing a seminar educating other entities—particularly local governments and construction contractors in Utah—regarding the legal requirements to conduct construction in waters of the United States consistent with the Act.
42. Respondents shall spend no less than **\$30,000** on implementing the SEP. Respondents shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report. If Respondents' implementation of the SEP as described in Attachment A does not expend the full amount set forth in this paragraph, and if EPA determines that the amount

remaining reasonably could be applied toward a second seminar directed at entities outside Utah, Respondents will provide such an additional seminar.

43. Respondents shall complete the SEP within ninety (90) days of the Filing Date.

44. Use of SEP Implementer

a. SEP Implementer

i. Respondents may use a contractor/consultant/attorney, or combination of the same (SEP Implementer) to implement the SEP.

1. Any SEP Implementer chosen by Respondents must meet the following criteria: experience with and/or knowledge of Section 404 requirements under the Act following the decision in *Sackett v. EPA*, 598 U.S. 651 (2023).

2. Respondents shall provide the EPA with notice if Respondents choose a SEP Implementer (e.g., contractor/consultant/attorney) and the EPA has the right to disapprove a SEP Implementer if it does not meet the required criteria.

b. Except as provided in subsection a above, the EPA had no role in the selection of any SEP Implementer, SEP recipient, or specific equipment identified in the SEP, nor shall this Agreement be construed to constitute EPA approval or endorsement of any SEP Implementer, SEP recipient, or specific equipment identified in this Agreement.

45. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy (March 10, 2015). The SEP advances at least one of the objectives of the Act by promoting the maintenance of the chemical, physical, and biological integrity of the Nation's waters. The SEP is not inconsistent with any provision of the Act. The SEP relates to the alleged violation(s) and is designed to reduce the likelihood that similar dredge or fill violations will occur in the future by educating similarly situated entities on the requirements of the Act.

46. Respondents certify the truth and accuracy of each of the following:

a. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondents in

good faith estimate that the cost to implement the SEP is **\$30,000**;

- b. That, as of the date of executing this Agreement, Respondents are not required to perform or develop the SEP by any federal, state, or local law or regulation and are not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. That the SEP is not a project that Respondents were planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Agreement;
- d. That Respondents have not received and will not have received credit for the SEP in any other enforcement action;
- e. That Respondents will not receive reimbursement for any portion of the SEP from another person or entity;
- f. That for federal income tax purposes, Respondents agree that they will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
- g. That Respondents are not parties to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and
- h. That if Respondents use a SEP Implementer, Respondents will inquire of the SEP Implementer whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and will confirm that the SEP Implementer is not a party to such a transaction.

47. Any public statement, oral or written, in print, film, or other media, made by Respondents or a representative of Respondents making reference to the SEP under this Agreement from the date of their execution of this Agreement shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the federal laws."

48. SEP Reports.

- a. Respondents shall submit a SEP Completion Report to EPA within one hundred and twenty (120) days from the Filing Date. The SEP (Completion)

Report shall contain the following information, with supporting documentation:

- i. A detailed description of the SEP as implemented;
 - ii. A description of any operating problems encountered and the solutions thereto;
 - iii. Itemized costs;
 - iv. Certification that the SEP has been fully implemented pursuant to the provisions of this Agreement; and
 - v. A description of the environmental and public health benefits resulting from implementation of the SEP.
 - b. Respondents agree that failure to submit the SEP Completion Report shall be deemed a violation of this Agreement.
 - c. Respondents shall submit all notices and reports required by this Agreement to Rebecca Little Owl at littleowl.rebecca@epa.gov.
 - d. In itemizing its costs in the SEP Completion Report, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.
49. EPA acceptance of SEP Report.
- a. After receipt of the SEP Completion Report described in paragraph 48 above, EPA will, in writing to the Respondents:
 - i. Identify any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondents to correct any deficiencies; or
 - ii. Indicate that EPA concludes that the project has been completed

satisfactorily; or

iii. Determine that the project has not been completed satisfactorily and seek penalties in accordance with paragraph 50 herein.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, Respondents may object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondents shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent.

50. If Respondents do not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 42 above, Respondents shall pay a penalty to the United States in the amount of \$36,000, which is in addition to the \$55,000 penalty identified in paragraph 30. "Satisfactory completion" of the SEP is defined as Respondents spending no less than **\$30,000** and holding a seminar regarding the legal requirements to conduct construction in waters of the United States within ninety (90) days after the Filing Date. The determinations of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

a. EPA retains the right to waive or reduce the penalty in paragraph 50 at its sole discretion. Respondents shall pay such penalty not more than fifteen (15) days after receipt of written demand by EPA for such penalty. The method of payment shall be in accordance with the provisions of paragraph 31 above. Interest and late charges shall be paid as stated in paragraph 33.

VII. EFFECT OF CONSENT AGREEMENT

51. In accordance with 40 C.F.R. § 22.18(c), compliance with the final order approving this Agreement resolves Respondents' liability only for federal civil penalties for the

violations specifically alleged above.

52. Nothing in this Agreement shall relieve Respondents of the duty to comply with all applicable provisions of the Act, any regulation, order, or permit issued pursuant to the Act, and any other federal, state, or local laws, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, tribal, state, or local permit.
53. Nothing herein shall be construed to limit the power of the EPA to pursue injunctive or other equitable relief, or criminal sanctions, for any violations of law or to undertake any action against Respondents or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
54. If and to the extent the EPA finds, after signing this Agreement, that any information provided by Respondents was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves any and all of its legal and equitable rights.
55. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of all parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the SEP schedules described above and in Attachment A. The Complainant shall have the authority to extend such deadlines for good cause.

VIII. PUBLIC NOTICE

56. As required by section 309(g)(4), 33 U.S.C. §§ 1319(g)(4), and 40 C.F.R. § 22.45, prior to submitting this Agreement to the Regional Judicial Officer or Regional Administrator for approval, the EPA will provide public notice of this Agreement and a reasonable opportunity to comment on the matter. The EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations indicating this Agreement is inappropriate, improper, or inadequate, or if a hearing is requested under section 309(g)(4)(C), 33 U.S.C. § 1319(g)(4)(C).

IX. SERVICE OF FINAL ORDER

57. The contact information for the individuals authorized to receive service for each party are:

For Complainant:

Matt Castelli, 8ORC-LE-R
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202-1129
Telephone: (303) 312-6491
Email: Castelli.matthew@epa.gov

For Respondent Golden Spike Foundation:

Craig Galli
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101
Telephone: (801) 799-5842
Email: cgalli@hollandhart.com

For Respondent Brigham City Corporation:

Nicole Cottle
Brigham City Corporation
20 North Main, PO Box 1005,
Brigham City, Utah 84302
435-734-6600
Email: NCottle@bcutah.gov

58. The parties consent to service of the final order approving this Agreement at the respective email addresses in paragraph 57, above.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8**

Date: _____

By: _____
Emilio Llamozas, Acting Manager
Water Enforcement Branch
Enforcement and Compliance
Assurance Division
Complainant

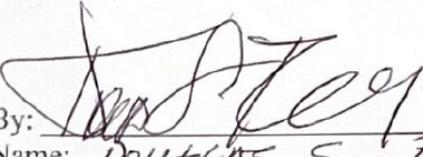
**Brigham City Corporation,
Respondent**

Date: 12/2/24

By: 
DJ Bott, Mayor

Foundation, Respondent

Golden Spike Foundation,
a Utah based not-for-profit corporation

By: 
Name: DOUGLAS S. FOLEY
Its: Chairman

ATTACHMENT A

Supplemental Environmental Program Environmental Compliance Promotion Project

Respondents shall complete the following Environmental Compliance Promotion Project as part of a Supplemental Environmental Program (“SEP”) to identify, achieve, and enhance compliance with applicable statutory and regulatory requirements relating to Clean Water Act (“CWA”) § 404 within the regulated community of Utah, specifically county and municipal governments and construction contractors, and potentially outside of Utah.

Expenditures. Respondents shall make expenditures to implement the SEP totaling not less than \$30,000.

Seminar Announcement. Respondent shall send a Seminar Announcement to (a) Utah’s 29 county governments, (b) members of the Utah League of Cities and Towns (comprising 253 municipalities), and (c) members of the Utah Chapter of the Associated General Contractors (comprising approximately 650 construction contractors) advertising a free seminar entitled “What You Need to Know About Clean Water Act Section 404 Requirements” (the “Seminar”). The Seminar shall be open to the public and held in Salt Lake City. If the RSVPs exceed fifty (50) in number, Respondents shall rent space large enough to accommodate the expected number of attendees, otherwise the Seminar shall be held at the Salt Lake City office of Holland & Hart.

Seminar Timing. The Seminar shall take place live and through video conference on a weekday, from the hours of 8:00 AM to 12:00 noon.

Seminar Format. The Seminar shall be broken down into the following four parts with a question and answer period to follow each part: (1) “Recognizing Jurisdictional Wetlands and Other Waters of the United States,” (2) “Clean Water Act § 404 Permit Process,” (3) “Status of Clean Water Act Jurisdiction after *Sackett* and Other Cutting Edge Issues,” and (4) “Corps and EPA Enforcement of Clean Water Act § 404.”

Seminar Materials. Respondents shall prepare resource materials to be provided to attendees and others who cannot attend but who request such materials. The materials shall include: (1) applicable regulations, (2) Corps and EPA guidance documents, (3) recent judicial decisions, and (4) an outline and PowerPoint of the presentations pertaining to each of the parts described above.

EPA Approval. Respondents shall obtain EPA’s prior approval of the Seminar Announcement, Seminar Materials and Seminar Speakers.